

ARTICLE 24

TEMPORARY/TERM EMPLOYEES

1. The authority and definitions for temporary and term appointments reside at 5 CFR 316 for competitive service and at 5 CFR 213 for excepted service appointments. Forest Service Handbook 6109.12, Chapter 60 and this Article provide direction on recruitment, selection, employment, and separation for these appointments.
2. A term appointment is appropriate for positions of a specified duration when work is expected to last more than 1 year but not more than 4 years. Long extensions or consecutive term appointments indicate a permanent need and should be staffed accordingly.
3. Temporary employees, who have been selected competitively and successfully, completed their tour of duty, will be eligible for rehire the next season without further competition in accordance with 5 CFR 316.402. Rehire eligibility will remain in effect for up to 3 years from the date of separation from the appointment on which eligibility is based. The determination to appoint rehire eligibles will be made by Management according to the qualifications and suitability required by the positions.
4. When the Forest Service rehires a temporary employee, the employee may be rehired to any position with the same series, grade, and qualification requirements as the original appointment and on the same major subdivision. A major subdivision is defined as forest, regional office, station, Northeastern Area Office, Civilian Conservation Center, or Washington Office for both position limitations and employee rehire eligibility. Upon request, employees will be given a copy of the SF-50 to document the rehire action. If an organizational structure is established that does not fit into the categories listed above, the Parties may negotiate a different definition for major subdivision.

5. Management will have a list of temporary employees eligible for rehire or extension of appointment, which will be used in planning next season's recruitment.
6. If the temporary employee works for 90 days or more, Management will provide the employee a performance appraisal at least 7 days prior to termination and will discuss whether the rating will affect chances of rehire. In conjunction with the appraisal, the employee will be advised of his or her right to grieve the rating. For notices of termination for misconduct, refer to Section 16 of this Article.
7. Temporary employees who are interested in rehire will be given the best available information prior to separation concerning opportunities for rehire with that unit the following season. They will also be informed as to how rehire eligibility works. This will give them the opportunity to apply for other Forest Service positions for which they have no rehire eligibility and be considered based on their qualifications. The list of temporary employees with rehire eligibility will be provided to the Local Union upon request.
8. Within 30 days of a temporary employee being hired, the employee will receive written notice of their approximate length of employment.
9. Whenever possible, temporary employees will be given a minimum of 2 week's notice as to their termination date at the end of their season.
10. Within 14 days of a temporary or term employee reporting for duty, the employee will receive access to computer systems necessary for entering timesheets and accessing their earning and leave statements.
11. The Forest Service will observe the time limitations for temporary employment in positions and successor positions. Successor positions for temporary positions are as defined in 5 CFR 316.401(c). When considering whether a position may be refilled or not, the time limits in the regulations apply to the same or successor positions in the same major subdivision and in the same commuting area. Commuting area definitions can be found at Article 35.8(d).

12. When filling permanent positions from external sources, the units will give consideration, in accordance with applicable law, to qualified temporary employees who apply for the positions.
13. Temporary and term employees who have an initial appointment of at least 1 year will be advised in writing of any eligibility for the Federal Employees Health Benefit Program.
14. Competitive temporary recruitment notices for Bargaining Unit positions will be publicized for a minimum of 7 working days prior to closing date.
- 15. Separation or Reduction in Grade:**
- a. In addition to the rights set forth in Section 16 in this Article, temporary employees may seek reconsideration of the separation or reduction in grade based upon misconduct or poor performance by submitting the request in writing to the Forest Supervisor or other appropriate impartial official.
 - b. The request for reconsideration must be submitted within 5 days of the effective date of the action. The appropriate Management official shall provide a copy of the request to the Union within 2 days of receipt.
 - c. Upon the employee's request, a meeting shall be convened to consider information provided by the employee in support of his or her reconsideration request. The appropriate official will reconsider the action and reply to the employee within 7 days of receipt of the reconsideration request or meeting, whichever is later. This decision will be final. The employee shall have the right to Union representation throughout this procedure.
 - d. The reviewing official will order appropriate remedial action if the adverse action was unwarranted. Participants in this process will be granted reasonable official time.

- e. This procedure shall be null and void should a change in law occur that will allow temporary employees use of negotiated grievance procedures for separation or reduction in grade.

16. Termination and Discipline of Temporary Employees:

- a. The provisions of this section do not apply to termination due to lack of work, funds, or expiration of appointment.
- b. Notice of termination for misconduct will be issued at least 1 working day in advance, except for cases where the employee is being terminated for a crime for which imprisonment could be imposed or in cases where the employee is guilty of substance abuse or is a threat to others. If the termination will also result in loss of rehire eligibility, a statement to that effect will be included in the termination notice.
- c. A notice of termination will be provided to the employee in writing and will contain the reasons for the action, including notice of loss of rehire eligibility as well as their applicable reconsideration rights.
- d. A notice of disciplinary action will be provided to the employee in writing and will contain the reasons for the action, including the employee's right to grieve the disciplinary action in accordance with Article 9.